

DIVISION F1

SPECIAL CONDITIONS

- b. For Breach: IPSC may after providing Contractor a reasonable opportunity to initiate and diligently proceed with completing a cure, terminate the whole or any part of this Contract, effective immediately upon notice, in the event Contractor is in material default, and without right on the part of Contractor to claim any termination costs. This right to terminate is in addition to, and not in lieu of, any other remedy provided in this Contract or otherwise provided by law or equity.
- c. Limitation of Liability: In no event shall termination of this Contract by IPSC, or any portion thereof, whether for convenience, security, safety, breach, or otherwise, constitute the basis for or result in any claim for consequential damages (including loss of anticipated profits or other economic damages) or punitive damages, and Contractor hereby releases IPA, IPSC, and LADWP, and their officers, directors, employees, agents, and representatives, from any and all such claims or liability.
10. Suspension of Work: IPSC reserves the right to suspend and reinstate execution of the whole or any part of this Contract and Work without invalidating the provisions of this Contract. In the event Work is suspended, Contractor will be reimbursed for actual direct unavoidable costs that it reasonably incurs as a result of the suspension. Claims for such cost reimbursement shall be submitted by invoice. Contractor shall use all reasonable means to minimize such costs, and shall allow IPSC to audit costs claimed. Contractor shall, upon request by IPSC, provide a projection of costs it anticipates to incur during any suspension, or continuation of suspension, contemplated by IPSC. In no event shall suspension constitute the basis for, or result in, any claim for consequential damages (including loss of anticipated profits or other economic damages) or punitive damages, and Contractor hereby releases IPA, IPSC, and LADWP, and their officers, directors, employees, agents, and representatives, from any and all such claims or liability.
11. No Waiver: No breach, noncompliance or other failure to perform (collectively "breach") by Contractor, or any subcontractor, or of any Work shall be deemed waived unless expressly waived in writing by the President and Chief Operations Officer. No waiver of any one breach by IPSC shall be deemed to waive any other prior, concurrent, or subsequent breach. No exercise, or failure to exercise, or delay in exercising any particular remedy by IPSC shall be deemed a waiver or preclude IPSC from subsequently invoking that remedy for that breach or any other breach. All remedies granted to IPSC in this Contract, or by law or equity, are cumulative and may be exercised in any combination or order.
12. Typical IPP Job Site Weather Conditions: The average daily temperature at IPP plant site is 90°F in summer and 45°F in winter. During winter it is common for the temperature to stay below 10°F for up to two (2) weeks. Winter snow is a common occurrence and can stay on the ground for extended periods. The boilers are located indoors; however, are open to ambient conditions during outages. Contractor shall come prepared for temperature extremes.